

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

COMAU, INC.,

Respondent Employer,

-and-

Cases 7-CA-52614 and 7-CA-52939

AUTOMATED SYSTEMS WORKERS LOCAL 1123,
affiliated with CARPENTERS INDUSTRIAL COUNCIL,
UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

Charging Party,

-and-

COMAU EMPLOYEES ASSOCIATION (CEA)

Party in Interest.

COMAU EMPLOYEES ASSOCIATION (CEA)

Respondent Union

-and-

Case 7-CB-16912

AUTOMATED SYSTEMS WORKERS LOCAL 1123,
affiliated with CARPENTERS INDUSTRIAL COUNCIL,
UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA

Charging Party

**RESPONDENT CEA'S EXCEPTIONS TO
ADMINISTRATIVE LAW JUDGE'S DECISION**

Respondent Comau Employees Association (CEA) submits the following exceptions to the Recommended Findings of Fact and Conclusions of Law as set forth in Administrative Law Judge Geoffrey Carter's December 21, 2010 Decision. Argument, citation of authority and

detailed discussion of the record in support of these Exceptions will be set forth in Respondent CEA's Brief in Support of Exceptions to be filed concurrently with these Exceptions.

Respondent CEA takes exception to the following:

1. The finding of the ALJ that Comau's unilateral implementation of its new employee health insurance plan on March 1, 2009 had a causal relationship to the loss of support for the ASW/MRCC and to the disaffection petition, and that the disaffection petition therefore was tainted by the March 1, 2009 unfair labor practice (Page 22, lines 1-7), together with the resultant findings that Comau and the CEA committed the violations set forth on pages 22 (lines 12-24) and 23 (lines 1-20).

2. The failure of the ALJ to find that the three leaders alleged to be Comau "agents" under the General Counsel's "alternative theory" were not, in fact, agents of the employer for any purposes relevant to the employees' efforts to change union representation from the ASW/MRCC to the CEA or for any other relevant purpose.

3. The finding of the ALJ that the actions of Fred Lutz had a reasonable tendency to coerce Jeffrey T. Brown to sign the dues-checkoff authorization form and violated Section 8(b)(1)(a). (Page 25, lines 27-37).

4. The ruling of the ALJ that the CEA could not call an anticipated 90 witnesses, all of whom were bargaining unit members, to testify about the many and varied reasons for their disaffection from the ASW/MRCC, because of the ALJ's erroneous belief that such testimony was not relevant to the inquiry, which in turn resulted from the ALJ's erroneous application of Master Slack. (Page 18, lines 48-51).

5. The ALJ's finding that the Conclusions of Law 1 through 11 are supported by the record or by governing precedent. (Page 26, lines 35 – 41; Page 27, lines 1 45).

6. The Order of the ALJ that the CEA cease and desist from accepting recognition from Comau, entering into a collective bargaining agreement with Comau, and maintaining a union security clause, and requiring the CEA to take affirmative action by reimbursing current and former bargaining unit employees for dues and other monies collected, and by posting and signing the notice attached to the Decision of the ALJ. (Page 31, lines 30-41; Page 32, lines 1 – 34).

7. Respondent CEA also adopts and incorporates any exceptions not included above which may be raised by the Respondent Employer, Comau.

Respectfully submitted,

Pierce Duke Farrell & Tafelski, PLC
Attorneys for Respondent CEA
2525 S Telegraph Rd Ste 100
Bloomfield Hills, MI 48302
(248) 852-1365



catherine@farrellesq.com
P35248

David Franks, P.C.
Attorneys for Respondent CEA
2020 Harper Avenue #10
Harper Woods, MI 40225
(313) 825-0700



dfranks@franksconnect.com
P32320

Dated: February 14, 2011